

**AGREEMENT
BETWEEN**

**HAMMONTON BOARD OF EDUCATION
AND
HAMMONTON SUPERVISORS ASSOCIATION
2003-2006**

**ARTICLE I
UNIT MEMBERSHIP**

A. In accordance with Chapter 123, Public Laws of 1974, the Board of Education recognizes the Hammonton Supervisors Association, hereinafter known as "HSA", as the exclusive and sole representatives for collective negotiations concerning the terms and conditions of employment for all certified personnel, whether under contract, on a per diem basis, employed, or to be employed by the Hammonton Board of Education, hereinafter known as "HBOE" including only:

Supervisors of:
Technology
Guidance
Special Education
Subject Areas
Athletics

B. **DEFINITION.** Members when used hereinafter in this agreement, shall refer to all professional supervisory employees represented by the Association in the Negotiation unit as above.

**ARTICLE II
GRIEVANCE PROCEDURE**

A. **DEFINITION.** The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract.

B. Procedure:

1. Filing a Grievance: A grievance may be filed by an individual member, or a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Informal Attempt to Resolve. An individual administrator who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the immediate supervisor, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion.
3. Level One – Immediate Supervisor: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth his/her grievance in writing to the immediate supervisor specifying:
 - (a) The nature of the grievance
 - (b) The nature and extent of the injury, loss or inconvenience
 - (c) The result of the previous discussion
 - (d) His/her dissatisfaction with decisions previously rendered
 - (e) The immediate supervisor shall communicate his decision to the grievant in writing within seven (7) work days of receipt of the written grievance.
4. Level Two – Superintendent of Schools: The grievant, no later than five (5) work days after the receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible.

The Superintendent shall communicate his/her decision in writing to the grievant and the immediate supervisor, within thirty-five (35) calendar days of the receipt of the grievance by the Superintendent.

5. Level Three – Arbitration: If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. The arbitrator will be mutually agreed upon by the Board of Education and the Association.

Any grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under PERC rules.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be advisory.

6. Right to Representation: Rights of supervisors to representation shall be as follows:
Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative(s) and/or any attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

7. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. Costs: Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and the costs will be shared equally. Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay if the arbitrator finds for the grievant.

ARTICLE III SUPERVISORY RIGHTS

- A. Just Cause Provision: No supervisor shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article II.
- B. Required Meeting or Hearings. Whenever any supervisor is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment, he/she shall be given prior notice (which shall be in written form) of the reason for such meeting or interview and shall have a representative(s) of the Association and/or attorney present to advise him/her during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

C. Personal Leave

1. All 12-month supervisors shall be granted a leave of absence for personal business not to exceed four (4) days per year. Ten-month employees shall be granted not more than three (3) days per year for personal business.
2. Such leave shall be without loss of pay and shall be added to unused sick days.
3. Personal business for the purpose of this policy is hereby defined as follows:
 - a. Illness in the immediate family when the presence of the employee is required.
 - b. Death of a relative or close friend.
 - c. Court summons or other legal process involving no moral turpitude on the part of the employee.
 - d. Religious holiday.
 - e. Personal/Confidential (confide in one administrator of your choice).
 - f. Other valid reasons at discretion of Superintendent.
4. One day of personal leave shall be granted without specific reason, however, such leave must be certified by the employee that the need for a day is for personal business that could not be handled outside of working hours. The employee must further certify that the day will not be used for recreation, entertainment, shopping, travel, vacation or other employment.
5. Each employee shall be required to obtain prior approval for the personal leave from his principal or Superintendent, except in case of emergency. In the event of an emergency such personal leave shall be confirmed by the Principal or Superintendent.
6. Contract language pursuant to personal leave shall take precedence over any language specified in Board policy or teacher handbooks.

B. Bereavement Leave

1. A maximum of five (5) days shall be allowed with no loss of pay whenever employee is absent due to death of a member of his immediate family. Immediate family is defined to include husband, wife, brother, sister, son, daughter, grandchildren, parents, spouse's parents, grandparents, and children of legal guardians.

2. Five (5) days shall mean five consecutive days, excluding Saturday and Sunday.
3. The same five (5) day leave shall apply to related persons residing in the same residence of the employee such as in-laws, grandparents, etc.

C. Maternity Leave

1. Disability leave is provided for under Article IV, Section 2.
2. Maternity leave shall commence on the date requested provided that the Superintendent has been notified in writing at least fifteen (15) school days prior to the date requested.
3. A supervisor may return from Maternity Leave at the beginning of a mid-year (second semester) of the following school year provided she has notified the board sixty (60) days prior to her return.
4. The Board shall have the discretion to delay reinstatement of the supervisor until certification by her physician.

D. Vacation Schedule

Annual vacations for 12 month association members shall be as follows:

1. Two (2) weeks after one (1) year of service
2. Three (3) weeks after two (2) years of service
3. Four (4) weeks after four (4) years of service

If a situation arises where it is not possible for a member to take vacation during the summer months following the school year in which the vacation was earned, the Supervisor may, upon the approval of the Superintendent of Schools, take the time during the next school year. However, the member may accumulate no more than a maximum of five (5) days, which may be carried over to the next school year.

E. Full Health Care Coverage

The Board shall pay the full premium for each employee and in cases where appropriate, for family-plan insurance coverage. New Jersey Health Benefits Program: Traditional Plan (Blue Cross/Blue Shield of New Jersey, Medical/Surgical and Major Medical); Preferred Provider Organization (PPO); OR a Health Maintenance Organization (HMO). **PLEASE NOTE:** Depending upon the annual premium rate schedule, there may be an employee deduction for a Health Maintenance Organization (HMO).

In the event that a new health insurance carrier is obtained, which carrier permits a waiver of insurance coverage, there shall be a split on the savings of 60% to the Board and 40% to the employee, upon the Board adopting a policy permitting such split. Tax liability for the employee is subject to law. There shall be no tax liability to the Board.

F. Additional Accrued Benefits

Any increase or new benefits gained by the faculty association shall accrue to the Supervisor's Association membership.

G. Prescription Plan

The Board shall provide full family coverage \$5.00 co-pay (Brand name), \$1.00 (Generic), \$0 (mail order). Further, when both spouses are employed by the Board, only one spouse shall be eligible for coverage.

I. Dental Plan

The Board shall provide full family dental coverage as outlined in the New Jersey Dental Service Plan, Inc. Program III A (or equal). Orthodontic coverage to be effective 7/1/87.

J. Optical Plan

The Board of Education shall provide a reimbursement of \$300.00 per employee, per family for optical care.

K. Use of Automobile

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current IRS rate.

L. Professional Development

The Board of Education will reimburse any member 100% of the yearly cost of tuition of professional courses taken. Each supervisor must obtain approval by the Superintendent of Schools before enrolling in said course. Official confirmation, in writing, of successful completion of each course must be presented to the Superintendent for his/her approval with sixty (60) days after completion of the course and forwarded to the Secretary of the Board of Education for payment. No one is to receive any payment for any course with a grade below a "B".

M. Summer Employment (10 Month Employees)

The Board may employ members of the Association during the Summer. Dates for Summer employment must be approved by the Superintendent and mutually agreed upon by the Administration and members.

N. Compensation: See Schedule I

O. Work Year

The work year for all Supervisors will be the school calendar as set by the Superintendent of Schools and approved by the Board of Education. In addition, all Supervisors will work the remaining weekdays in June and all 12-month Supervisors will work the weekdays in July and August as determined by the Superintendent of Schools and subject to vacation provisions Article III, A6, and legal holidays (July 4 and Labor Day).

- P. The HSA agrees to cooperate with the Board of Education in the development of future salary guides.
- Q. Conferences
Each unit member will be reimbursed up to \$300.00 each for substantiated expenses incurred at professional conferences as approved by the Superintendent.
- R. All terms and conditions not herein stated shall be continued forward into the successor agreement.

ARTICLE IV **ASSOCIATION RIGHTS AND PRIVILEGES**

- 1. Released Time for Meetings
The Association representative shall be granted leave time for mutually scheduled hearings or meetings as directed by a state agency or courts.
- 2. Sick Leave
All full-time supervisors shall be entitled to twelve (12) days for ten-month employees, thirteen (13) days for eleven month- employees, and fifteen (15) days for twelve-month employees, sick leave per year. Unused days of sick leave shall be accumulated from year to year.
- 3. Retirement
Upon retirement, any member who has been employed in the district for a minimum of fifteen (15) years prior to retirement, or any employee who has a minimum of ten (10) years with at least five (5) years of military service, and who has accumulated sick leave pursuant to N.J.S.A. 18-A-30, shall be paid at the time of retirement such sum as shall be arrived at according to the following conditions:

One-third of the member's daily salary, computed by taking one-two hundredth (1/200) of the ten-month employee's yearly salary, or one -two hundred forty (1/240) of the twelve-month member's yearly salary and shall be multiplied by the total number of accumulated sick leave days accumulated by the member. This amount subject to the conditions below shall represent the total sum to be paid upon retirement.

- a. Any member retiring prior to the age of 50 or retiring prior to 20 years of service in this school district shall not be eligible to receive payment under this policy, unless said employee who has been employed for a minimum of 20 years retires due to ill health.
- b. In order to receive payment under this policy, the retiring employee shall give advance notice to the Board of Education of their intentions to retire so that appropriate sums of money can be budgeted in the annual school budget. In the event the School Board is not given adequate notice, the retiring employee shall not receive payment until the next annual budget.
- c. Under no circumstances shall any individual receive more than \$15,000 school year 2001-02 and 2002-03. Further, during the two years of the contract, there shall be an additional \$1,500 payment for retirees with a 95% or better attendance record in their final year of employment.
- d. In the event that an employee is deceased and all requirements mentioned above have been met, the sick leave benefit shall be paid to the employee's estate.

ARTICLE V MEMBER VACANCIES

The President of the Hammonton Supervisors Association shall be notified in writing of all unit vacancies. If said vacancy occurs during the summer recess, in addition to the aforementioned, such vacancy shall be posted on each school main office bulletin board.

ARTICLE VI DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the members, who are incorporated within this contract, shall be governed and directed by their job descriptions and Board policies.

1. **Teaching Load**
Association members teaching load shall be determined at the discretion of the Superintendent of Schools.
2. **Evaluation**
Association members have the right to full knowledge regarding the judgment of his/her supervisor respecting the effectiveness of their performance and that, further, they are entitled to receive such recommendations that will assist them in increasing the effectiveness of their performance.

Each employee shall be given a copy of the evaluation report prepared by his/her supervisor and shall have the opportunity to review and add written comments to the evaluation.

No written evaluation may become part of an employee's personal file without the employee's signature.

3. Right to Withhold Increment

The Hammonton Board of Education reserves the right to withhold an increment and/or adjustment from any member due to inefficiency or other just cause according to the following:

A. Withholding Increments Causes; Notice of Appeals

Any Board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore; to the members concerned. The member may appeal from such action to the Commissioner under rules prescribed by him. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment.

B. Notice Given to Employee of Inefficiency

The Board shall not forward any charge of inefficiency to the Commissioner, unless at least ninety (90) days prior thereto and within the current or preceding school year, the Board or the Superintendent of Schools of the district has given to the employee against whom such charge is made, written notice of the alleged inefficiency, specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.

C. No tenured member will be denied an increment and/or adjustment unless he/she has been observed at least three (3) times during any school year. The three (3) observations are to be concluded with at least a two (2) week interval between each, and are to be done by more than one administrator.

ARTICLE III DURATION

- A. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. The agreement shall be in effect as of July 2, 2003 and shall continue in effect until June 30, 2006.
- B. Negotiation Procedures
 - 1. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of members employment. Such negotiations shall begin not later than November 1 of the calendar year proceeding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association.
 - 2. Representatives of the Board and the Association negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

- C. Legality of Agreement

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested by their respective secretaries.

HAMMONTON SUPERVISORS' ASSN. HAMMONTON BOARD OF ED.

Lee Chappine, President

Loretta Rehmann, President

Donna Schuster, Secretary

Lesley Mott, Board Secretary

Dated: _____

SCHEDULE 1

HAMMONTON SUPERVISORS ASSOCIATION

SALARIES 2003-2006

Association Member	2003-04	2004-05	2005-06
Donna Schuster	\$83,388	\$86,640	\$90,279
Lee Chappine	\$81,005	\$84,164	\$87,699
Michael Gatley	\$78,196	\$81,243	\$84,655